

STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS,

Board,

v.

COLEEN O. CARROLL, P.T.  
9353 South Towne Farms Dr.  
St. Louis, MO 63123,

Licensee.

2001-001521

### **SETTLEMENT AGREEMENT**

Comes now Coleen O. Carroll, P.T. ("Licensee") and the State Board of Registration for the Healing Arts ("Board") and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physical therapist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo Supp. 1995.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the

charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining

portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Coleen O. Carroll is licensed by the Board as a physical therapist, license number 01941, which was first issued on February 24, 1989. Licensee's certificate of registration is current, and was current and active at all times mentioned herein.

3. Licensee was an employee of the Belle Center ("Belle"), a non-profit organization, in St. Louis, Missouri, at all times mentioned herein.

4. Clients go to Belle seeking physical therapy.

5. Physical therapy is performed by Belle's employees at the clients' homes.

6. Belle is paid for any work performed by its employees.

7. Belle then pays its employees, separate from the fees collected for work performed on behalf of clients.

8. Some of Belle's clients pay directly, while other clients have their bills paid for by either the State of Missouri or charitable contributions made to Belle.

9. Belle's clients are billed in 15-minute increments called "units."

10. On September 28, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, J.P., for 4 units of physical therapy.

11. Licensee did not see J.P. on September 28, 2000.

12. On October 10, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, M.S., for 4 units of physical therapy.

13. Licensee did not see M.S. on October 10, 2000.

14. On October 13, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, L.R., for 4 units of physical therapy.

15. Licensee did not see L.R. on October 13, 2000.

16. On October 18, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, G.B., for 4 units of physical therapy.
17. Licensee did not see G.B. on October 18, 2000.
18. On October 19, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, C.B., for 4 units of physical therapy.
19. Licensee did not see C.B. on October 19, 2000.
20. On October 20, 2000, Licensee fraudulently submitted a patient visit report for one of Belle's clients, K.B., for 4 units of physical therapy.
21. Licensee did not see K.B. on October 20, 2000.

#### JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(4)(a), RSMo 2000, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession

licensed or regulated by this chapter, including, but not limited to, the following:

(a) Obtaining or attempting to obtain any fee, charge, tuition or other compensation by fraud, deception or misrepresentation; willfully and continually overcharging or overtreating patients; or charging for visits to the physician's office which did not occur unless the services were contracted for in advance, or for services which were not rendered or documented in the patient's records;

....

2. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2(4)(a), RSMo 2000.

3. Cause exists for Board to take disciplinary action against Licensees' licenses under Section 334.100.2(4)(a), RSMo 2000.

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement: The physical therapist license, no. 01941, issued to Licensee is hereby PUBLICLY REPRIMANDED.

B. Licensee shall take and complete a course in ethics which shall be first submitted to the Board or its designee for prior approval. Licensee shall provide proof of

attendance at the required course within ninety (90) days of the effective date of this agreement.

C. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

D. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred, the parties agree that the Board may choose to conduct a hearing before it to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

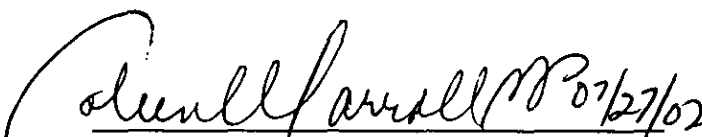
E. If the Board determines that the Licensee has violated a term or condition of this Agreement which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

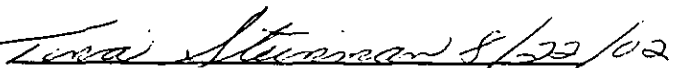
F. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

G. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

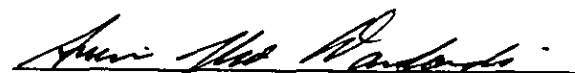
LICENSEE

BOARD

  
Coleen O. Carroll, P.T.      date

  
Tina Steinman      date  
Executive Director

JEREMIAH W. (JAY) NIXON  
Attorney General

  
Sreenivasa Rao Dandamudi  
Assistant Attorney General



Missouri Bar No. 50734

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Post Office Box 899  
Jefferson City, MO 65102  
(573) 751-1143

Attorneys for Board

EFFECTIVE THIS 22 DAY OF August, 2002.